

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF LONG BEACH

AND

THE LONG BEACH ASSOCIATION OF CONFIDENTIAL EMPLOYEES

OCTOBER 1, 2000 TO SEPTEMBER 30, 2002

TABLE OF CONTENTS

ARTICLE ONE - MEMORANDUM

<u>Section</u>	<u>Page</u>
I - Parties to Memorandum of Understanding	1
II - Recognition	1
III - Purpose	1
IV - Nondiscrimination.....	1
V - Employee Organizational Rights and Responsibilities.....	2
A. Association List	2
B. Notification of Classification Specification Changes	2
C. Representational Time-Off	2
D. Posting and Dissemination of Information.....	2
E. Representational Information.....	2
VI - City Obligations and Responsibilities.....	3
A. City Obligations.....	3
B. Definition of City Obligations	3
VII - Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations.....	4
VIII - Peaceful Performance of City Services.....	4

ARTICLE TWO - SALARIES AND COMPENSATION

I - Classifications - Pay Rates - Salary Increases	5
A. Listing of Classifications and Rates of Pay	5

B. General Salary Increase.....	5
C. Step Advancement.....	6
D. Deferred Compensation	8
E. Range Adjustments	8
II - Overtime	9
III - Skill Pay	9
IV - Higher Classification Pay	9
V - Call Back.....	10
VI - In-Lieu Compensation.....	10
VII - Professional/Technical Training	11
VIII - Mileage Reimbursement.....	11
IX - Bilingual Pay.....	12
 ARTICLE THREE - PAID TIME OFF BENEFITS	
I - Vacation.....	13
II - Sick Leave.....	13
A. Sick Leave Credits	13
B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness.....	13
C. Preservation of Sick Leave (Vacation) During Extended Leave.....	14
D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents	14
E. Medical Certification	15
III - Bereavement Leave.....	15
IV - Holidays Enumerated.....	15

V - Jury Service.....	16
VI - Standby Pay	16

ARTICLE FOUR - HEALTH INSURANCE BENEFITS

I - Health, Dental and Life Insurance.....	18
II - City Health Insurance Advisory Committee	19
III - MOU Trust Account.....	19
IV - Disability/Life Insurance	19
A. Short-term/Long-term Disability Benefits.....	19
B. Life Insurance.....	19

ARTICLE FIVE - RETIREMENT AND WORKERS' COMPENSATION

I - Retirement.....	20
A. Maintenance of Existing Retirement Benefits.....	20
B. EPMC (Employer Paid Member Contributions)	20
C. Re-Opener	20
D. PERS Contract Amendments.....	20
II - Workers' Compensation	20

ARTICLE SIX - OTHER BENEFITS AND EMPLOYMENT CONDITIONS

I - Employee Parking.....	22
II - Transfer/Reassignment/Change of Shifts	22
III - Rest Periods.....	22

ARTICLE SEVEN - GRIEVANCE PROCEDURE

I - Definition	23
II - Grievance Presentation	23
III - Grievance Forms	23
IV - Time Off For Processing Grievances	24
A. Informal	24
B. Formal	24
V - Cost of Witnesses at Grievance	24
VI - Extension of Time Limits	24
VII - Informal Procedure	25
VIII - Formal Procedure	25
Step One - Department Head	25
Step Two - Human Resources and Affirmative Action Department Head/Designee	25
Step Three - City Manager	26

ARTICLE EIGHT - GENERAL PROVISIONS

<u>Section</u>	<u>Page</u>
I - Conclusiveness of Agreement	27
II - Support of Agreement	27
III - Separability	27
IV - Ratification and Implementation	27
V - Term and Renegotiation	28
VI - Execution of Agreement	29

APPENDIX A	CONFIDENTIAL UNIT LISTING.....	30
APPENDIX B	SALARY SCHEDULE.....	31
APPENDIX C	SKILL PAY	32
APPENDIX D	APPROVED SITES FOR MEETING.....	33

ARTICLE ONE

MEMORANDUM

Section I - Parties to Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Long Beach, a Municipal Corporation ("City"), and the Long Beach Association of Confidential Employees ("Association") pursuant to Government Code Sections 3500 et seq.

Section II - Recognition

The City hereby recognizes the Association as the exclusive representative for those employees employed by the City in the classifications referenced in Appendix A of this MOU, subject to the applicable provisions of the law.

Section III - Purpose

It is the purpose of this MOU to promote and provide for harmonious relations, cooperation, and understanding between the City and the employees covered herein; to provide an orderly and equitable means of resolving any misunderstandings or differences which may arise under this MOU; and to set forth the understanding of the parties reached as a result of good faith negotiations.

Section IV - Nondiscrimination

- A. The parties mutually recognize and agree to fully protect the rights of all employees to join and participate in the activities of the Association or to have the Association represent them in their employment relations with the City. It is further agreed that nothing herein shall prohibit an employee from representing himself/herself individually or appearing on his/her own behalf with the City. No employee shall be intimidated, coerced, restrained, or discriminated against because of the exercise of these rights.
- B. The provisions of this MOU shall be applied equally to all employees, and no person shall be benefited or discriminated against in any manner which is inconsistent with the standards set forth in federal and California statutes or with any ordinance, resolution, or rule of the City. Alleged violations of this Section (IV -B) are not grievable under the Grievance Procedure. An employee may pursue alleged discrimination through Affirmative Action procedures established by the Department of Human Resources and Affirmative Action or Civil Service, and shall be entitled to pursue California or federal statutory rights.

Section V - Employee Organizational Rights and Responsibilities

A. Association List

A current list of Association officers, including names and classifications shall be submitted to the Director of Human Resources and Affirmative Action. Any changes to this list shall be submitted with the same required information as stated above to the Director of Human Resources and Affirmative Action as soon as possible.

B. Notification of Classification Specification Changes

The City shall notify the Association and provide a copy of the Classification Specification for new classifications or changes to existing classifications represented by the Association not less than ten (10) working days prior to consideration by the Civil Service Commission.

C. Representational Time-Off

The City shall allow Association representatives reasonable time off without loss of compensation while formally meeting and conferring with representatives of the City on matters within the scope of representation as defined in the Government Code, or as may be required under Article VII, Grievance Procedure.

Each fiscal year, the Association shall receive a bank of 50 hours to be used for general Association business.

D. Posting and Dissemination of Information

1. Reasonable space will be provided for the Association to post official notices.
2. With reasonable notice, authorized Association representatives shall be given access to work locations to disseminate information. Reasonable notice shall be understood to be 24 hours.

E. Representational Information

Unless an employee notifies the City in writing that he/she does not want their social security number released, the City shall provide the Union with the following information:

A downloaded file on diskette (360 kilobyte) with the following information for each employee:

Name, social security number, classification code and title, department and division, home address, birth date, bargaining unit code, part-time/full-time, original date of employment, and hourly pay rate.

The City shall provide this file to the Association at their request a maximum of four times a year.

Section VI - City Obligations and Responsibilities

A. City Obligations

The City reserves, retains, and is vested with all rights to manage the City. The constitutional, statutory, charter, or inherent rights, powers, authority, and functions shall remain exclusively vested with the City. These rights include but are not limited to the following:

1. To manage the City.
2. To determine the necessity, organization, and standards to implement any service or activity conducted by the City.
3. To recruit, select, hire, evaluate, promote, and discipline.
4. To determine and/or change the City facilities, methods, technology, equipment, and apparatus.
5. To determine and/or change the size and composition of the City work force and assign work to employees.
6. To determine the issues of public policy and the overall mission of the City.
7. To maintain order and efficiency in City facilities and operations.
8. To establish and promulgate and/or modify rules and regulations, policies and procedures related to safety and health in the City, and to require compliance therewith.
9. In the case of an emergency (act of God, war, or riot), suspend the provisions of this Agreement.
10. All rights, powers, authority, and functions of management, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City.

B. Definition of City Obligations

The intent of the parties to this MOU is that the contractual attempt to define City obligations and responsibilities does not, and is in no way intended, to diminish the rights of the Union.

The Union reserves, retains, and is vested with all rights applicable under California and/or federal law or as contained in this MOU.

Section VII - Amendments to Personnel Policies and Procedures and Departmental Rules and Regulations

It is understood and agreed that there exists within the City, in written form, personnel policies and procedures and departmental rules and regulations. Except as specifically modified by this MOU, these rules, regulations, and policies and procedures, and any subsequent amendments thereto, shall be in full force and effect during the term of this MOU.

Before any new or subsequent amendments to these personnel policies and procedures or departmental rules and regulations, directly affecting wages, hours, and terms and conditions of employment are implemented, the City shall notice the Association regarding the changes in accordance with Government Code Sections 3500 et seq. Nothing provided herein shall prevent the City from implementing rules and regulations provided it has met with the Association as required by law.

Employee wages and fringe benefits will not be reduced unless agreed to by the Association.

Section VIII - Peaceful Performance of City Services

For the life of the agreement, the Association, its officers, and/or members agree that they will not cause, condone, or participate in any concerted effort, which affects the performance of their assigned duties and responsibilities. This shall include the withholding of services or other interference with City operations, including compliance with the request of other employees and/or labor organizations to engage in said activities.

In the event of such activities, the Association shall immediately instruct any person engaging in such conduct that they are violating this agreement, and they should immediately cease and resume full and faithful performance of their job duties.

ARTICLE TWO
SALARIES AND COMPENSATION

Section I - Classifications - Pay Rates - Salary Increases

A. Listing of Classifications and Rates of Pay

Every person appointed to the classifications identified in Appendix A shall receive as full compensation for his/her services, together with any other form of compensation provided for in this MOU, the salaries computed in accordance with the Pay Rate Schedule A established for such classifications as set forth in Appendix B attached.

B. General Salary Increase

Salary Ranges

The Salary Resolution will be amended to provide for the following salary increases for the permanent classifications (excluding non-career classifications) included in Section A above on the effective dates indicated:

01/01/2001 2%

07/01/2001 1%

October 1, 2001 - September 30, 2002

1. All Permanent LBACE represented employees (except non-career) will receive the average cost of living increase provided Police, Fire and Marine Safety classifications during the 2001-2002 fiscal year.
2. In the event Police, Fire and Marine Safety employees receive an increase in deferred compensation, incentive pay or any other monetary compensation, LBACE employees will receive a cost of living increase equivalent to the public safety increase as a percent of the average adjusted rate for all public safety non-management employees. Said increase will be determined as follows:
 - a) On the date before the increases to monetary compensation set forth in Paragraph 2 above are effective, determine the average adjusted rate for all permanent full-time non-management public safety employees (Police, Fire and Marine Safety), as currently set forth in the City's Human Resource Management Information System.

Average adjusted rate includes base salary and all forms of additional pay that are due and payable in any biweekly pay period.

- b) Determine the new average adjusted rate for public safety employees by including the additional increases to monetary compensation.
- c) Divide the new adjusted base rate by the old adjusted base rate to determine the average increase. This increase will be used to determine the cost of living increase (to the nearest 1/10th) for all permanent LBACE represented employees (except non-career) as set forth in Paragraph 2 above.

Example:

- 1) The Adjusted base rate for all public safety employees on September 30, 2001 is \$31.472.
- 2) The Adjusted base rate for all public safety employees on October 1, 2001 (assumes additional increases to monetary compensation set forth in Paragraph 2 above) is \$31.556.
- 3) COLA determination.

$$\$31.566 - \$31.472 = 0.094 \div \$31.472 = 0.002986 \text{ or } 3/10^{\text{th}} \text{ of } 1\%$$

The provisions of Article Two, Section I.B. shall not be subject to Article Seven, Grievance Procedures, of the MOU.

- C. Section 4 of the Salary Resolution, Automatic Steps, will be amended effective July 1, 2001 as follows:

1. Performance Increases

Effective July 1, 2001, step increases will be based on performance as set forth below:

2. Step Advancement

Subject to satisfactory performance, as set forth in Section 3 below, after an employee has served an initial six-month period of employment in a position at a pay rate designated as Pay Rate Step 1 in the salary schedule established by Section 2 of this resolution, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 2; after a second six-month period of satisfactory performance of employment, the salary of such employee shall be at the applicable pay rate designated as Pay Rate Step 3; and after another six-month period of satisfactory performance Pay Rate Step 4. Thereafter, the pay rate of such employee shall successively be at the applicable pay rate respectively designated as Pay Rate 5, 6, or 7 upon his/her successive completion of a one-year period of employment at the

preceding pay rate. If the initial salary of any employee has been specifically designated at a pay rate other than Pay Rate Step 1, 2 or 3, his/her pay rate thereafter, shall, upon his/her successful completion of a one-year period of employment at that pay rate, be at the next successively higher applicable Pay Rate Step.

This step advancement policy will be effective April 1, 2001. Employees hired prior to April 1, 2001, will continue their step advancement in accordance with the step placement in effect on that date, but subject to the performance provision set forth in Section C.3. below.

3. Performance System

The performance program set forth below will be implemented July 1, 2001.

As set forth in C.2. above, an employee will advance to the next step of the salary schedule if he/she receives a Meets Job Requirements rating on the majority of the rating factors on the Employee Performance Appraisal form developed and administered by the Civil Service Department. The ratings will be based on the most recently completed Employee Performance Appraisal form.

In the event the employee does not receive an overall Meets Job Requirements rating, the employee will not advance to the next successive step. No later than six-months after the original date the step increase was due, the employee will be re-evaluated. If the employee receives an overall Meets Job Requirements rating, he/she shall be advanced to the next successive step. He/she will receive their next step increase in accordance with the provisions of item C.2. above, i.e., either six-months or one year. In the event the employee does not receive an overall Meets Job Requirements rating, he/she will remain on their current step until such time they receive a new evaluation and a Meets Job Requirements rating.

If an employee's Performance Appraisal form is not completed within thirty (30) calendar days after the step increase is due, the employee will advance to the next step retroactive to the date the step increase was scheduled.

4. Appeal Process

If an employee does not receive a step increase because of his/her performance rating, he/she may appeal the rating as follows:

- a. A complaint shall be presented orally or in writing directly by the employee to the immediate supervisor within ten (10) working days from the date the employee signs the Employee Appraisal form, which acknowledges that the employee has read and reviewed the rating. The immediate supervisor will respond back to

the employee within ten (10) working days from the date the complaint was received.

- b. If the employee is dissatisfied with the results of the supervisor's response, he/she may appeal the matter to the Department Head or designee, ten (10) working days from the oral or written response from the supervisor regarding the rating. The Department Head or designee will respond to the employee within ten (10) working days from receipt of the complaint.
- c. If the employee is dissatisfied with the response from the Department Head or designee, the employee may proceed by written request to the Director of Human Resources and Affirmative action within ten (10) working days from the date of decision of the Department Head.
- d. If the matter is submitted to the Director of Human Resources and Affirmative Action, he/she shall review the matter within twenty (20) working days after receipt of the written request from the employee. The Director of Human Resources and Affirmative Action or designee shall hold such hearings and conduct such proceedings as may be necessary, but such hearings and proceedings shall be conducted in an expeditious and confidential manner with the involved parties only. Employees called as witnesses shall be released from duty as needed.
- e. The findings of the Director of Human Resources and Affirmative Action shall be transmitted only to the parties to the dispute within ten (10) working days from the date of the hearing or proceeding. The decision of the Director of Human Resources and Affirmative Action or designee shall be final and binding upon all parties and is not subject to the grievance procedure.
- f. In all of the above steps, the employee is entitled to the same representation as provided for in the grievance procedure.

D. Deferred Compensation

Effective January 1, 2001, and each year thereafter for the term of the agreement, the City will contribute \$600 to deferred compensation for all members of the Confidential Unit.

- E. Employees in the classifications of Business Systems Specialist, Assistant Administrative Analyst, Administrative Analyst, Personnel Analyst, Senior Accountant and Office Manager – Prosecutor will receive a one-range salary adjustment effective 10/01/2001.

Section II - Overtime

1. An employee who is non-exempt under FLSA may continue to bank or be paid overtime at time and one-half for overtime hours worked in excess of 40 paid hours (excluding sick leave) in a work week up to 60 work hours. Hours charged to sick leave shall not be considered when determining premium pay under the provision of the FLSA. However, if the employee has actually worked more than 40 hours in the work week, banking is not permitted for hours that exceed 40 work hours. The employee can only be paid time and one-half for that time actually worked over 40 work hours. In the event that the Department of Labor's rules and regulations are amended to give the City control over scheduling off the FLSA compensatory time so as not to require replacement personnel, the parties will agree to reopen this section of the MOU.
2. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head; however, such time off may not be granted if it results in the disruption of departmental operations, or in the pay period in which it is earned. Banked time-off hours must be taken no later than the last full pay period in the fiscal year. All banked time off hours not taken off in accordance with the above shall be paid to the employee the last pay period of the fiscal year, or prior to a general salary increase.
3. Banked overtime credits shall not exceed 60.0 expanded hours for any employee at any one time.
4. Paid sick leave will be excluded from overtime calculation when determining premium pay under the provisions of the Fair Labor Standards Act.

Section III - Skill Pay

All employees in the classifications listed in Appendix C, who meet the requirements for receipt of skill pay shall receive additional compensation at the designated rates.

Section IV - Higher Classification Pay

Each employee who is required to perform the full range of duties in a higher-level classification or grade level position that is vacant, up to and including division manager, shall be paid an additional seventy-five cents (\$0.75) per hour providing the following conditions are met:

1. The employee who is assigned the higher-level duties of the vacated position must work at least forty (40) consecutive hours once per fiscal year in said position in order to qualify for the higher classification pay.
2. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence of the regular

employee or vacant due to resignation, termination or other such action.

3. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the sixth step of the higher classification or grade level.
4. The temporary appointment to the higher classification must be approved by both the Department Head or designee and the Director of Human Resources and Affirmative Action.

Section V - Call Back

Employees who are called back to work after completion of their regular shift shall receive 2 hours minimum at time and one-half, or 1 -hour travel time plus time actually worked, whichever is greater.

1. 0.5 hours worked
2.0 travel time (1.0 hour travel time)
2.5 total time = 2.0 hours paid (minimum)
2. 0.5 hours worked
1.0 travel time
1.5 total time = 2.0 hours paid (minimum)
3. 2.5 hours worked
1.5 travel time (1.0 hour travel time)
4.0 total time = 3.5 hours paid
4. 2.0 hours worked
0.5 travel time (1.0 hour travel time)
2.5 total time = 3.0 hours paid

NOTE: Call-back duty occurs when off-duty personnel are unexpectedly ordered to return to duty because of unanticipated work requirements. An employee must report for work; there is no compensation for telephone consultations. The City and the Association will review the issue of telephone consultations for Business Systems Specialists in the Technology Services Department.

Section VI - In-Lieu Compensation

In lieu of insurance benefits, employees holding permanent part-time positions, (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid \$350.

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

Section VII - Professional/Technical Training

Each member of the bargaining unit shall have available to them up to \$500 per year that may be used to attend professional or technical training related to their job. The \$500 shall include any expenses related to travel and registration for the training. Training programs must be scheduled with the approval of the appropriate manager.

Section VIII – Mileage Reimbursement

The City agrees to the following policy on car allowance and mileage reimbursement:

- A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.
 - 1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.
 - 2. Routine transportation to after-hours meetings and similar work-related functions shall be provided by the employee, and expenses incurred in this context shall be reimbursed at a rate of \$ 0.325 cents per mile effective 4/01/2001.
- B. A flat monthly allowance in such sum as may be determined by the City Manager or appropriate appointing authority, but not to exceed three hundred and eighty-five dollars (\$385.00) per month. The monthly allowance is hereby determined to constitute reimbursement for the expenditures and costs of operating and maintaining the vehicle, including its availability, as required for the performance of official City duties.
- C. Any City employee whose job regularly requires that transportation be available between multiple job sites, but who does not qualify for the assignment of a City-owned vehicle based on the criteria set forth above, will be authorized to use his or her personal vehicle for the performance of official duties and will be reimbursed by the City at a flat rate of \$125.00 per month plus \$.10 per mile for each mile incurred on City business.
- D. Any City employee not having access to a departmental or dispatch vehicle pool, but whose official duties require intermittent transportation, will be authorized to utilize his or her personal vehicle for the performance of official duties and will be reimbursed at \$0.325 cents per mile effective 4/01/2001 for mileage incurred on City business.

- E. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.
- F. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls but who do not have access to City-owned vehicle during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.

Section IX – Bilingual Pay

As soon as practicable, the City will amend the Salary Resolution such that the skill pay for regular and frequent use of certified oral and/or written bilingual skills will apply to all classifications in which the top step hourly rates are equal to or less than Salary Range 560.

ARTICLE THREE
PAID TIME OFF BENEFITS

Section I - Vacation

<u>Vacation Allowance</u> <u>Service Completed</u>	<u>Equivalent Vacation Days</u> <u>Earned Per Year</u>
1 year through 4 years, 5 months (12 months through 53 months)	12
4 years, 6 months through 11 years, 5 months (54 months through 137 months)	15
11 years, 6 months through 13 years, 5 months (138 months through 161 months)	16
13 years, 6 months through 17 years, 5 months (162 months through 209 months)	17
17 years, 6 months through 18 years, 5 months (210 months through 221 months)	18
18 years, 6 months through 19 years, 5 months (222 months through 233 months)	19
19 years, 6 months or more (234 months or more)	20

Section II - Sick Leave

A. Sick Leave Credits

It is agreed that employees covered by this MOU will be entitled to earn a maximum of twelve (12) days (ninety-six [96] hours) of sick leave per year as provided under the current Personnel Ordinance.

B. Use of Sick Leave for Doctor or Dental Appointments or Family Illness

In addition to the usage of sick leave hours, when an employee is personally ill or disabled, he/she shall be entitled to use a maximum of one-half (1/2) of the earned sick leave per calendar year for absence from duty for personal doctor or dental appointments or to attend to his/her ill or injured child, parent, spouse or same-sex domestic partner. An additional eight (8) hours of accumulated vacation shall be authorized by the department head where justified.

C. Preservation of Sick Leave (Vacation) During Extended Leave

Whenever a permanent employee has requested an extended leave of absence (more than 30 days), the employee may be permitted to retain up to Eighty (80) hours of sick leave/vacation/holiday pay in the system. However, previously-scheduled vacation time may be preserved in addition to the 80-hour limit.

D. Continuation of Health Insurance for Surviving Spouse and/or Eligible Dependents

The accumulated unused sick leave that has been designated for continuance of health insurance coverage by an employee who has retired shall, upon the death of the retired employee, be utilized for the purpose of continual payment by the City of the basic health insurance plan premium for the spouse and/or eligible dependents providing:

1. The employee has an effective retirement date of July 1, 1983 or later; or
2. The retired employee did not predecease the surviving eligible dependent prior to July 1, 1983.

Said premium payment shall continue until:

1. The spouse remarries.
2. A dependent child becomes 19 or is no longer a full-time student in an accredited educational institution as recognized by the City's indemnity health insurance carrier.
3. The spouse becomes eligible for Medicare at which time and in the same manner as those retirees and dependents subject to Section 2.11 of the Personnel Ordinance. The premium payment will be adjusted to pay for the Medicare supplement plan underwritten by the City's indemnity insurance carrier.
4. There is insufficient accumulated unused sick leave to pay the required monthly premium.

E. Medical Certification

The application of the medical certification procedure contained in Article Two, "Sick Leave Privileges" of the Personnel Ordinance shall be subject to the grievance procedure in Article Seven of this MOU.

Section III - Bereavement Leave

Any City employee eligible for sick leave benefits as provided in Section 2.01 of Article Two of the Personnel Ordinance, may be allowed to be absent from duty for a period not to exceed twenty-four (24.0) working hours and to receive full compensation during such absence upon the necessity for his or her absence being shown to, and with the consent of, the employee's department head in the case of death, or of critical illness where death appears imminent, of such employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, sister, wife, husband, child, step-child, former legal guardian, grandfather, grandmother, grandchild, foster child or same-sex domestic partner.

Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head. Such absence shall not be allowed in any case where in the preceding six (6) calendar months, a leave on the grounds of the critical illness of that same relative has been granted.

In addition to the absence permitted above, in the case of death or critical illness in the immediate family, such employee may also use three (3) days of sick leave credits in connection with the twenty-four (24.0) working hours leave for death or critical illness in the immediate family.

Section IV - Holidays

1. New Year's Day - January 1
Martin Luther King Jr. Day - 3rd Monday in January
Washington's Birthday - 3rd Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving - Fourth Thursday and following Friday in November
Christmas Day - December 25
Personal Holiday Leave - (32.0 hours)
2. Also included is every day appointed by the President of the United States or the Governor of the State of California to be a public holiday, or by the City Council of the City of Long Beach to be a City holiday. In no instance will employees receive more than 13 holidays per calendar year unless authorized or approved by the President, Governor, or City Council, as indicated above. The Union will agree to reduce one holiday if the State or City Council mandates a Caesar Chavez holiday to maintain a

total of 13 holidays. This provision shall also apply to the credit applicable to personal holidays.

3. For covered employees not on a holiday in-lieu schedule, four (4) personal holidays will be credited on January 1 of each calendar year. Employees hired after January 1 will be credited with 1.24 personal holiday hours for each full pay period of paid time. Thereafter, each January, they shall receive four personal holidays (32 hours).
4. Employees who leave the City having taken/not taken their personal holiday leave prior to earning it will have their separation pay debited/credited proportionately. For example, if an employee has taken all four personal holidays and retires on June 1, he/she shall owe the City two days pay for the two personal holidays taken but not earned.
5. Employees on in-lieu schedules will continue to receive 13 holidays per year. Personal holiday leave will be requested by employees in the same manner as vacation and/or compensatory time off.
6. Permanent part-time employees shall be eligible to accrue personal holiday leave at the rate of 1.4 hours for every 174 hours of regular paid hours.

Section V - Jury Service

Employees receiving a jury summons will be provided paid release time up to Eighty (80) hours per calendar year when required to serve jury duty. Employees must inform their supervisor immediately to accommodate work schedule changes. Employees who are on jury service will have their work schedule changed to the day shift for each day they are on jury service and are scheduled to work. Employees dismissed from jury service in time to arrive at work at least 2 hours prior to the completion of the shift must report back to work.

Section VI - Standby Pay

- A. Employees who are released from active duty but who are required by their departments to leave notice where they can be reached and be available to return to active duty when required by the department shall be said to be on standby duty.
- B. Standby duty shall, whenever possible, be assigned to employees on a voluntary basis. When voluntary assumption of standby duty by employees is insufficient to meet the needs of the department, then such duty will be assigned on a rotational basis whenever possible within affected work units.
- C. Standby duty requires that employees so assigned shall be ready to respond within 30 minutes, be reached by telephone or other communicating devices, and refrain from activities, which might impair their ability to perform assigned duties.

Employees unable to meet the above criteria due to distance must make prior arrangements with management before accepting the standby assignment.

- D. Standby duty shall be compensated at seventy-five cents (\$0.75) per hour; and eighty-five cents (\$0.85) per hour effective 10/01/2001, for each full hour of standby duty.

ARTICLE FOUR

HEALTH INSURANCE BENEFITS

Section I - Health, Dental, and Life Insurance

- A. The City shall contribute by way of obligation for health, dental and life insurance benefits, the maximum amounts indicated below, each month for employees in permanent, full-time positions for the period starting:

December 1, 2000 through September 30, 2002,
\$470 per month.

It is understood that if the cost of health, dental and life benefit programs is less than the City contribution set forth above, the City will contribute or obligate only that portion which is necessary to pay these costs.

For the period commencing October 1, 2001 through the term of the agreement, the City shall contribute an amount equal to the highest monthly amount for health, dental, and life insurance benefits that are contributed to and/or provided to employees represented by any of the other City recognized employee organizations (Long Beach Police Officers Association, City Attorneys Association, City Prosecutors Association, International Association of Machinists and Aerospace Workers, Long Beach Association of Engineering Employees, the Long Beach Lifeguard Association, and the Long Beach Firefighters Association.)

Should employees choose a health, dental, or life benefit plan combination who's actual annual cost is less than the accumulative amounts agreed to above, the City shall account for the difference, and, if needed, use this amount to offset any increase in any of the costs indicated in subsequent benefit years. For example, should Association members choose City offered health, dental, or life benefit plans that actually cost the City less than the amount indicated in a particular fiscal year, and said difference totals \$10,000 per year, this amount plus any accrued interest may be used to offset any rate increases in excess of the agree-to amounts in subsequent fiscal years of the contract. These excess funds shall be held by the City and shall earn interest. This will be called the M.O.U. Trust Account.

The benefits for the various plans and all employee payroll deductions for the period January 1, 2001 through September 30, 2002 will be as recommended by the Health Insurance Advisory Committee (the Committee) on August 31, 2000, and approved by the City Council on September 12, 2000.

In the event that the plan(s) rates increase, the additional funds to offset the higher rates will come from the funds available in the M.O.U. Trust Account. This will continue through each benefit year until September 30, 2002 or until such time as the excess funds in the M.O.U. Trust Account are depleted to zero. If at some point in time before September 30, 2002, the M.O.U. Trust Account is depleted to zero, the City will be the responsible

party to fund the difference in order that all benefits for the various plans and all payroll deductions remain as they were on September 30, 2002.

Section II - City Health Insurance Advisory Committee

The Association shall have one representative on the City's Health Insurance Advisory Committee. The Health Insurance Advisory Committee shall prepare recommendations covering the level of benefits to be provided City employees for health insurance benefits.

Section III – MOU Trust Account

If requested by the Association, the City shall provide a quarterly report regarding status of their members' portion of the MOU Trust Account.

Section IV - Disability/Life Insurance

- A. Short-term/Long-term Disability Benefits - Eligible employees in the Confidential Unit will receive the same short-term and long-term disability benefits currently provided management employees in the City of Long Beach. The City will pay the full cost of the annual premiums unless the employee desires to pay said premiums for tax purposes.
- B. Life Insurance - In addition to the life insurance currently provided all full-time City employees, Association employees will be provided a total of \$75,000 per year for life insurance. The City will pay the full cost of the annual premiums. Because of tax consequences, employees shall have the option of taking the \$75,000 life insurance or additional life insurance coverage not to exceed \$50,000. Should the employee choose the lower coverage, he/she cannot elect to obtain the additional coverage at a later date. Employees who elect the higher coverage may later select the lower coverage, but may not elect to increase to the higher coverage at a later time.

ARTICLE FIVE
RETIREMENT AND WORKERS' COMPENSATION

Section I - Retirement

A. Maintenance of Existing Retirement Benefits

For employees who are eligible for and enrolled in the Public Employees Retirement System (PERS) on September 30, 2000, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on September 30, 2000. For the term of this MOU, the City shall continue to pay to PERS on behalf of each eligible employee, who is a PERS member, an amount equal to seven-sevenths (7/7) of his/her seven percent (7%) individual employee contribution.

B. EPMC

The City shall continue to designate EPMC (Employer Paid Member Contribution) as compensation earnable and report it as such to PERS.

C. Re-Opener

In the event that the Governor of the State of California signs legislation providing miscellaneous employees with an enhanced PERS retirement formula, the City will agree, within sixty (60) days of the effective date of the Governor's signature to reopen negotiation of this section of the agreement for the sole purpose of discussing the enhanced retirement formula.

D. PERS Contract Amendments

As soon as practicable, the City shall amend its contract with PERS to provide for the following benefit improvements:

1. Pre-retirement Optional Settlement (death benefit) in accordance with Government Code Section 21548.
2. Public Service Credit for Peace Corps or America Corps in accordance with Government Code Section 21023.5.
3. Upgrade PERS Tier III employees to the same benefit level as PERS Tier II employees.

Section II - Workers' Compensation

- A. Any employee represented by the Association, including an employee of the Harbor Department and Water Department, who is compelled to be absent from duty with the City because of temporary total disability resulting from injury or illness arising out of and

occurring in the course and scope of employment with the City, which is properly certified by a duly authorized physician, shall not be compensated his or her regular salary or wages from the City for all regularly scheduled work hours during the first three (3) calendar days of the absence following the injury or illness unless:

1. Employee is hospitalized.
2. The duration of the injury or illness is greater than twenty-one (21) consecutive days.
3. The injury or illness is the first occurrence of temporary total disability during the fiscal year.
4. The injury or illness has been determined by the Workers' Compensation Office to be a recurring injury or illness and employee has not been compensated for the first three (3) calendar days of said absence following said injury or illness.

Sick leave, overtime, vacation, or holiday credited hours may be used by the employee for the first three (3) unpaid calendar days of injury or illness, provided the employee has earned and is entitled to these credited hours. Thereafter, if the employee is compelled to be absent from duty with the City because of a duly certified temporary total disability, the employee shall be entitled to receive compensation for a period not to exceed the employee's full-time work status or a total of fifty-one (51) weeks and four (4) calendar days whichever is less. However, in no event will the minimum time be less than 90 calendar days. The amount will be equal to seventy-five percent (75%) of his or her regular salary or wages from the City less any workers' compensation temporary disability benefits due the employee under any applicable provisions of California or federal workers' compensation laws. The amount shall be subject to any deductions or withholdings required by California or federal laws.

- B. The terms "regular salary" or "wages" as used in Section A shall mean the employee's base hourly rate, including any skill pay for skill to which the employee was regularly assigned and performing at the time of his or her injury or illness, but the term "regular salary" shall not include any overtime or higher classification pay.

ARTICLE SIX
OTHER BENEFITS AND EMPLOYMENT CONDITIONS

Section I - Employee Parking

1. Employee parking shall be provided without charge on City property or a City operated facility on a space-available basis. In the Civic Center area, there shall be a minimum of 50 spaces for members and those employees represented by the Association. Employees reporting to work in the downtown area after 3:00 p.m. shall be allowed to park free at the Broadway public city lot and, thereafter, be permitted to move their vehicle to closer available parking.
2. The City shall abide by the above provisions unless said provisions are in conflict with regulations promulgated by the AQMD. In said event, the City shall meet and confer with the Association regarding the impact of any required changes.

Section II - Transfer/Reassignment/Change of Shifts

The City will provide reasonable notice whenever possible in the event of an involuntary transfer or reassignment to another work shift or work location that could impact the employee's travel and/or child-care arrangements. Reasonable notice is not required as a result of discipline, disability, or acts beyond management's control.

Section III - Rest Periods

The City shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period but in no event can these be used to reduce normal work hours. The authorized rest period time shall be based on the total hours worked daily at the rate of fifteen (15) minutes net rest time per four (4) hours or major fraction thereof.

ARTICLE SEVEN

GRIEVANCE PROCEDURE

Section I - Definition

- A. A grievance is a complaint by the Association or one or more employees concerning the application or interpretation of this MOU, the Personnel Ordinance, the Salary Resolution, written departmental rules and regulations, and policy and procedure manuals governing personnel practices or working conditions between the City and the Association.
- B. Matters excluded from consideration under the grievance procedure:
 - 1. Position classification and grade designations;
 - 2. Items otherwise expressly excluded under this MOU;
 - 3. Nothing in this procedure shall be deemed to supersede the authority of the Civil Service Commission.
- C. If an employee alleges that his/her rights protected by Title VII of the Civil Rights Act are being violated, the resolution of such may only be pursued by the appropriate quasi-judicial agency that is authorized to provide remedial relief. An employee may also file a complaint with the City's Affirmative Action Office.

Section II - Grievance Presentation

Employees shall have the right to present their own grievance or do so through their representative.

Section III - Grievance Forms

Grievance forms can be obtained from the City or the Association. Grievances shall be processed on standard forms provided by the Department of Human Resources and Affirmative Action and shall contain information which:

- a. Identifies the aggrieved;
- b. Contains the specific nature of the grievance;
- c. Indicates the time or place of its occurrence, if known;
- d. States the Article(s) of the MOU, including Personnel Ordinance and Salary Resolution, written departmental rules and regulations, and policy and procedure manuals, if applicable, which have been violated, misinterpreted, or misapplied;

- e. Indicates the persons contacted at the informal stage; and
- f. States the corrective action desired.

Section IV - Time Off For Processing Grievances

- A. Informal - The processing of a grievance at the informal stage shall be considered as City business. However, such processing shall be at reasonable times so as not to disrupt the normal working processes of the division, bureau, or department.
- B. Formal - The processing of a grievance at the formal stage, except filling out the form and the initial filing, shall be considered as City business; the employee and his/her representative (limited to one City employee) shall receive time off from regularly-scheduled duty hours to participate in the grievance procedure at each step, without loss of pay.

Section V - Cost of Witnesses at Grievance

The cost of witnesses called by either party shall be borne by the party who requests the witnesses. The cost of witnesses called by both parties shall be shared equally by both parties. City employees called as witnesses, on duty at the time, shall receive time off from duty to participate in the grievance, without loss of pay. City employees called as witnesses, not on duty at the time, may receive compensation by the party or parties who request the witnesses.

Section VI - Extension of Time Limits

Failure by management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

If an employee fails to appeal from one level to the next within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision, and the grievance shall not be subject to further appeal or reconsideration.

All time periods specified in this procedure may be extended by mutual written consent of the aggrieved employee(s), Association, and the designated management representative.

Section VII - Informal Procedure

Within 10 working days of the occurrence or knowledge of the matter which causes the complaint, the employee may discuss the complaint with his/her immediate supervisor, unless the supervisor is the subject of the grievance. The Association's presence may be requested by either party.

Within 10 working days of the discussion with the employee, the supervisor shall verbally reply to the employee's complaint. If the employee is dissatisfied or if the supervisor fails to respond, the employee shall have access to the formal grievance process.

For Water and Harbor Departments only, an aggrieved employee shall discuss the matter with his/her immediate supervisor up to the division head.

Section VIII - Formal Procedure

A grievance directly involving the interpretation or application of the specific terms and provisions of this MOU may be presented by the Association if requested by the grievant. However, no settlement that interprets the agreement shall be made without the Association's knowledge and input.

Step One - Department Head

- A. Within 10 working days of the occurrence or knowledge of the matter which causes the grievance, or within 10 working days of the supervisor's response (or lack of response) at the informal level, the Association, group of employees, or employee may file a formal written grievance. The grievant(s) shall submit one (1) copy of the grievance to the Department Head.
- B. Within 10 working days, the Department Head shall schedule a meeting and give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

If the employee's immediate supervisor is a department head, the grievance may advance to the next level.

Step Two - Human Resources and Affirmative Action Department Head/Designee

- A. Within 10 working days of the response from the first level, the grievant, if dissatisfied, may submit, to the Director of Human Resources and Affirmative Action or designee a copy of the second step response and a copy of the grievance. A meeting shall be held by the Human Resources and Affirmative Action Department Head/designee. An Association representative shall be present if requested by grievant(s).

- B. Within 10 working days, the Director of Human Resources and Affirmative Action or designee shall give his/her decision in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for the Director of Human Resources and Affirmative Action or designee.

Step Three - City Manager

- A. Within 10 working days of the response from the second level, the grievant(s), if dissatisfied, may submit to the City Manager a copy of the third-step response and a copy of the grievance. A meeting will be scheduled by the City Manager. An Association representative shall be present if requested by grievant(s).
- B. Within 10 working days, the City Manager shall give his/her decision, in writing, to the grievant(s) and to the Association representative, if one was present at the meeting.

For Water and Harbor Departments only, substitute Department Head for City Manager.

ARTICLE EIGHT

GENERAL PROVISIONS

Section I - Conclusiveness of Agreement

The parties acknowledge that, during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining regarding the employees covered by this MOU. The understandings and agreements arrived at by the parties hereto, after the exercise of that right and opportunity, are fully set forth in this MOU.

It is the intent of the parties hereto that the provisions of this MOU shall supersede all prior MOUs between the parties. This MOU is not intended to cover any matter preempted by federal or California law or City Charter.

Section II - Support of Agreement

By entering into this MOU, the City and the Association have arrived at a final understanding through the meet and confer process. Accordingly, it is agreed that the City and the Association will support this MOU for its term.

Section III - Separability

This MOU is subject to all applicable federal and California laws. If any provision of this MOU is in conflict or inconsistent with such applicable provisions of federal or California laws or is found to be inoperative, void, or invalid by a court of competent jurisdiction, inclusive of appeals, if any, such provision shall be suspended and superseded by such applicable federal and California laws and court decisions. All other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

At the request of either party, the parties agree to meet and confer, where applicable, within thirty (30) calendar days from notice thereof regarding any changes necessitated by the invalidation procedures referenced above.

Section IV - Ratification and Implementation

Representatives of management for the City of Long Beach and representatives of the Association have met on a number of occasions and have conferred in good faith exchanging proposals concerning wages, hours, fringe benefits, and other terms and conditions of employment of employee members represented by the Association.

The management representatives and the representatives of the Association have reached an understanding which was ratified by the Association membership. This MOU constitutes a

mutual recommendation to be jointly submitted to the City Council for implementation on. After the City Council acts, by majority vote, to formally approve this MOU, the City Council shall enact the necessary amendments to all City ordinances including the Personnel Ordinance and the Salary Resolution consistent with this MOU.

Section V - Term and Renegotiation

The term of this MOU shall commence on October 1, 2000, and shall remain in effect through September 30, 2002. Except as otherwise provided for in this MOU, the effective date for all changes shall be April 1, 2001. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provisions of a successor MOU, that party shall serve upon the other, during the period from April 15, 2002 to May 15, 2002 its written request to commence negotiations. Negotiations shall begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

Section VI - Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed this 18 day of April, 2001.

LONG BEACH ASSOCIATION OF
CONFIDENTIAL EMPLOYEES

CITY OF LONG BEACH


Kenneth M. Campbell, President


Henry Taboada, City Manager


Diane Dzodin, Negotiator


WILLIAM H. STOREY, Director of
Human Resources and Affirmative

APPROVED AS TO FORM

April 26th, 2001


ROBERT E. SHANNON, City Attorney

APPENDIX A - CONFIDENTIAL UNIT

<u>Title</u>	<u>Department</u>	<u>Report to</u>
Clerk Typist III	Human Resources	Affirmative Action/A.D.A. Ofcr
Personnel Analyst II	Human Resources	Affirmative Action/A.D.A. Ofcr
Personnel Assistant	Human Resources	Affirmative Action/A.D.A. Ofcr
Personnel Analyst I	Human Resources	Personnel Operations Mgr
Personnel Analyst II	Human Resources	Personnel Operations Mgr
Personnel Analyst III	Human Resources	Personnel Operations Mgr
Secretary	Human Resources	Personnel Operations Mgr
Personnel Assistant	Human Resources	Personnel Operations Mgr
Administrative Aide	Human Resources	Personnel Operations Mgr
Admin Aide II	Human Resources	Risk Manager
Clerk Typist III	Human Resources	City Safety Officer
Secretary	Human Resources	Risk Manager
Systems Analyst I	Human Resources	Risk Manager
Personnel Assistant	Human Resources	Employee Svcs Officer
Clerk Typist III	Human Resources	Employee Svcs Officer
Business Systems Specialist VI	Info Svcs/Payroll	Manager-Info Services
Business Systems Specialist V	Info Svcs/Payroll	Business Systems Specialist VI
Business Systems Specialist IV	Info Svcs/Payroll	Business Systems Specialist VI
Secretary	Info Svcs/Payroll	Manager-Info Services
Admin Analyst III	Financial Management	Budget Manager
Admin Analyst II	Financial Management	Budget Manager
Secretary	Financial Management	Budget Manager
Executive Secretary	Law	City Attorney
Office Manager	City Prosecutor	City Prosecutor
Personnel Analyst III	Civil Service	Employment Svcs Ofcr
Personnel Analyst II	Civil Service	Employment Svcs Ofcr
Personnel Analyst I	Civil Service	Employment Services
Assistant Admin Analyst II	Civil Service	Recruitment Officer
Senior Accountant	Financial Management	Accounting Ops Ofcr
Secretary	Harbor	Director of Admin
Admin Analyst III	Harbor	Director of Admin
Sec to Deputy Chief	Police	Deputy Chief
Sec to Deputy Chief	Police	Deputy Chief
Sec to Deputy Chief	Police	Deputy Chief

APPENDIX B

SALARY SCHEDULE

The Salary Resolution for FY 2000-2001 and 2001-2002 will contain the correct pay rate schedules.

APPENDIX C

SKILL PAY

Classification	Skill	Additional Compensation
Non-management classifications in the current Salary Resolution with a top step hourly rates equal to or less than Salary Range 560.	For regular and frequent use of certified oral and written bilingual skills.	\$0.60 per hour
Clerk Typist I, II, and III	For regular and frequent use of certified shorthand skills.	\$0.50 per hour
Personnel Assistant II	When regularly assigned and performing duties as a section lead person.	\$1.00 per hour

APPENDIX D

APPROVED SITES FOR MEETING

<u>Location</u>	<u>Site</u>	<u>Contact</u>
<u>CITY HALL</u>		
7th Floor Civil Service	Board Rooms or Testing Rooms Hall	
12th Floor General Services	Conference Room	Hastings
13th Floor City Manager	Conference Rooms	Monios
Library	Meeting Room	Terrell

In addition, other meeting sites may be designated by agreement between the department head/designee and the Association representative.